

001845

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
CITY OF GAINESVILLE FOR ADMINISTRATION OF
THE COUNTY'S HUMAN RIGHTS ORDINANCE WITHIN
THE GAINESVILLE CITY LIMITS**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, A.D., 2001, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and, City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "CITY":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated September 26, 2000, for the administration of the County's Human Rights Ordinance within the Gainesville city limits; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the agreement as follows:

A. , Section 2, Payment is amended in its entirety to read:

2. Payment. The CITY agrees to compensate the COUNTY for additional staff and operational costs related to the anticipated increased case load associated with serving the CITY.

Should the case load arising from complaints exceed sixty-five (65) in the one (1) year period from October 1, 2001 to September 30, 2002, the COUNTY agrees to complete investigation and resolution of these additional claims. The CITY agrees to compensate the COUNTY on a per claim basis for the County's services in completing these additional claims. The City Manager and the County Manager will negotiate a reasonable per claim payment amount. The County Manager may execute an amendment to this contract for the purpose of implementing this portion of the contract.

A. The CITY will pay the COUNTY an amount of \$95,123.00 for the first sixty-five (65) claims

B. Payments will be made by the CITY to the COUNTY on an equal quarterly basis as follows:

First Quarter - Not later than October 10, 2001

Second Quarter - Not later than January 10, 2002

Third Quarter - Not later than April 10, 2002

Fourth Quarter - Not later than July 10, 2002

B. Section 7. Term and Renewal, is amended in its entirety to read:

7. Term and Renewal.

A. This agreement shall continue in force and effect from October 1, 2001 through September 30, 2002, with an option to renew upon mutual agreement by the City Manager and County Manager.

B. The CITY shall notify the COUNTY in writing at least ninety (90) days prior to September 20, 2002 of the CITY's desire to renew or terminate the agreement.

C. Either party may terminate the Agreement by notifying the other party in writing at least ninety (90) days prior to termination.

D. In the event this Agreement is terminated, or in the event the Agreement is not renewed beyond the initial any extended term, , the County agrees to complete investigation and resolution of all pending, active claims.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated September 26, 2001, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

ATTEST:

BY: _____
Dave Newport, Chair
Board of County Commissioners

J.K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

Alachua County Attorney's Office

CITY OF GAINESVILLE

Thomas Bussing, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

Kurt M. Lannon, Clerk of the City Commission

City Attorney